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Tarrant County Texas

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Suzanne Henderson

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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, on August 14, 2006, Derek Phillips and, Shannon Smith Phillips a/k/a Shannon Parker, whose addresses are 2112 Tretorn Ct., Arlington, TX 76017 and 4609 Bayonne Ct., Arlington, TX. 76016 ("Lessors") entered into an Oil and Gas Lease with Boterra Resources, LLC, as Lessee, a memorandum of which is recorded in the Official Records of Tarrant County, Texas as Document D206289881, covering lands more specifically described therein ("the Lease"), and,

WHEREAS, Boterra Resources, LLC, assigned all of their right, title and interest in and to said lease to Chesapeake Exploration, L.L.C., by Assignment of Oil and Gas Leases dated effective September 21, 2006 and recorded as Document Number D206369985, Official Records, Tarrant County, Texas, and

WHEREAS, Lessor and Chesapeake Exploration, L.L.C., Lessee, desire to amend the Lease and extend the primary term of the Lease by an additional thirty-six (36) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to August 14, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

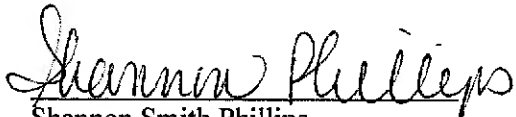
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IN WITNESS WHEREOF, this instrument is hereby made effective as of the 13 day of May, 2009, regardless of the actual day of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

Lessor:



Derek Phillips

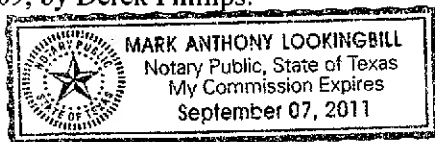



Shannon Smith Phillips
a/k/a Shannon Parker

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

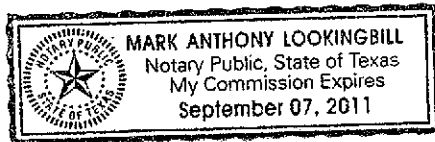
The foregoing instrument was acknowledged before me on the 12 day of May, 2009, by Derek Phillips.

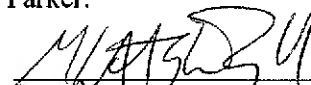



Notary Public in and for
The State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 13 day of May, 2009, by Shannon Smith Phillips a/k/a Shannon Parker.




Notary Public in and for
The State of Texas